**BID NO.:** 

**OPENING: 6:00 PM** 

, 2015



# MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE: LOCKSMITH SERVICES

BIDS WILL BE ACCEPTED UNTIL 6:00 PM
ON , 2015

FOR INFORMATION CONTACT: Erin Gore-Morris, 305-375-4254, eringm@miamidade.gov

## IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ANY BIDDER/PROPOSER RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.



#### GENERAL TERMS AND CONDITIONS:

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r14-3.pdf.

#### NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (<a href="www.bidsync.com">www.bidsync.com</a>) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at <a href="https://www.bidsync.com">www.bidsync.com</a> within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit a proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

#### PLEASE NOTE THE FOLLOWING:

No part of your proposal can be submitted via HARDCOPY, EMAIL, OR FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in the solicitation electronically.

### **SECTION 2 - SPECIAL TERMS AND CONDITIONS**

#### 2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of Locksmith Services in conjunction with the County's needs.

### 2.2 TERM OF CONTRACT Sixty (60) Months

This contract shall commence on the first calendar day of the month succeeding approval of this contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Division Department of Procurement Management. This contemplated contract is contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixty (60) month contract term. If the awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

### 2.3 METHOD OF AWARD

Award of this contract will be given to the lowest priced, responsive, responsible Bidder on a group-by-group basis who meets the qualifying criteria listed below. To be considered for award by group, the Bidder shall offer prices for all items within a given group. The County will then select the Bidder for award for each group by totaling the unit prices for all of the Items within each group. If a Bidder fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

Qualifying criteria:

A. Bidders shall be certified Locksmiths to perform services under this contract. A copy of the Bidder's applicable certificate shall be submitted with the Bidder's offer.

#### 2.4 PRICES

The prices proposed by the Bidder shall be fixed with adjustments allowed that are mutually agreed upon by the Bidder and the County. The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. The County may consider an adjustment after the first year, to be effective each anniversary date of the contract. The pricing adjustment shall not be in excess of the increase reflected on the latest Consumer Price Index for the following: Locksmith and Safe Repair Services 49-9094. It is the successful Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be effective it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received after ninety (90) days from the expiration of the then current date/year may not be considered. If no adjustment request is received, the County will assume that the successful Bidder has agreed that the next year term will be without any price adjustment. The County reserves the right to reject any price adjustments submitted by the Bidder, to negotiate lower pricing during the contract period based on market conditions or other factors that influence price or to terminate the contract with the Bidder based on such price adjustments. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

# 2.5 WARRANTY

# A. Type of Warranty Coverage Required

Bidder(s) shall warrant the products and/ or services against faulty labor and/or defective material for no less than ninety (90) calendar days after the date of acceptance by the County. This warranty requirement shall remain in effect for the full period identified above; regardless of whether the Bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Bidder does not constitute a waiver of these warranty provisions.

### B. Correcting Defects Covered Under Warranty

Bidder(s) shall be responsible for promptly correcting any deficiency, at no cost to the County, within five (5) calendar days after the County notifies the Bidder of such deficiency in writing. If the Bidder fails to honor the warranty and/or fails to correct or replace the defective work items within the period specified, the County may at its discretion, notify the Bidder, in writing, that the Bidder may be subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the Bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Bidder in default of its contract, and/or (b) procure the products or services from another Bidder and charge the Bidder for any additional costs that are incurred by the County for the work or items by invoice.

### 2.6 ACCEPTANCE OF PRODUCT & SERVICE

The products and services to be provided hereunder shall be delivered to the County, and maintained in full compliance with the specifications, and requirements set forth in this contract. If a Bidder-provided product or service is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the Bidder shall provide a direct replacement for the item and installation. The Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

### 2.7 SERVICE TIMES

The Bidder shall provide 24 hours, 7 days a week emergency service to the County under this contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledge (by the County) to arrival on-site) shall be within two (2) hours after notification by the County. During hours outside of those specified above, emergency response time shall be within four (4) hours after notification by the County. On holidays observed by the County, the response time shall be within four (4) hours after notification by the County.

#### 2.8 HOURLY RATE

The hourly rate quoted is assumed to be a straight-time rate for all labor, equipment use, travel time, and any other cost to the Bidder. The holiday rate shall not exceed 1 ½ times the value of the regular rate. The Bidder shall comply with minimum wage standards and any other applicable laws of the State of Florida.

#### 2.9 LABOR AND MATERIAL CHARGES

The Bidder shall provide the County with labor and materials in strict accordance with all solicitation requirements on an as needed basis. Accordingly, the Bidder shall indicate the hourly rate and materials cost on the submittal form included within this solicitation. The Bidder's cost of materials shall not exceed a 15% mark-up from the actual cost. If non-compliance in either regards is evident either from the offer itself or from subsequent evaluation proceedings, the offer shall be considered non-responsive and ineligible for award.

#### 2.10 CLEAN-UP

All unusable materials and debris shall be removed from the premises. At completion, the Bidder shall thoroughly clean up all areas where work has been involved.

## 2.11 CLAUSES APPLICABLE TO GROUP 2 (FEDERALLY FUNDED):

### A MIAMI-DADE PUBLIC HOUSING AGENCY (MDPHA) EXEMPTION TO CERTAIN CLAUSES

The contract to be awarded under this solicitation will be accessed by the Miami-Dade Public Housing Agency (MDPHA). As a Federally-funded agency, certain clauses within this solicitation do not apply to that Department's allocation:

Section 1 Paragraph 1.10 (Local Preferences), Section 1 Paragraph 1.26 (Office of the Inspector General), Section 2 Paragraph 2.2 (Small Business Contract Measures), and Section 2 Paragraph 2.21 (County User Access Program –UAP).

# B MIAMI DADE PUBLIC HOUSING AGENCY (MDPHA) - SECTION 3 REQUIREMENTS

This is a Section 3 covered activity for Miami-Dade Public Housing Agency (MDPHA) only. Section 3 requires that job training and employment opportunities be directed to low and very-low income persons and contracting opportunities be directed to businesses that are owned by, or that substantially employ low or very-low income persons. For further information fax MDPHA Office of Compliance at (305) 643-1773.

#### C COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250., Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

### SECTION 3 - TECHNICAL SPECIFICATIONS

### LOCKSMITH SERVICES

# 3.1 SCOPE OF WORK

Furnish all labor, materials, tools, equipment, licenses, transportation and incidentals to provide locksmith services in accordance with all bid provisions. The following is a list of the types of services to be performed under this solicitation. This list is neither exclusive nor complete.

- 1. Open building door or interior door
- 2. Open automobile door
- 3. Make keys
- 4. Re-key a lock
- 5. Replace key cylinder
- 6. Install only a new lock
- 7. Install only a deadbolt lock
- 8. Change safe combination
- 9. Remove old lock and install new complete lock
- 10. Change a mailbox key

# 3.2 REPORTING ARRIVAL/DEPATURE

Bidder personnel shall report arrival to and departure from the job site to the County Project Manager or designated representative.